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Attorneys for Debtors / debtors in possession

**UNITED STATES BANKRUPTCY COURT**  
**EASTERN DISTRICT OF CALIFORNIA**  
**MODESTO DIVISION**

In re:

JOHN HST YAP and  
 IRENE LAIWAH LOKE,

Debtors.

JOHN HST YAP and  
 IRENE LAIWAH LOKE,

Plaintiffs.

v.

PNC FINANCIAL SERVICES GROUP,  
 INC., DREAMBUILDER INVESTMENTS,  
 LLC,

Defendants.

Case No.: 2020-90210  
 Chapter 11

Adversary Proceeding No. \_\_\_\_\_

**EXHIBITS A-E IN SUPPORT OF  
 PLAINTIFFS' COMPLAINT TO  
 DETERMINE VALUE AND EXTENT OF  
 LIEN (NO MONETARY RECOVERY  
 SOUGHT)**

**Chief Judge: Hon. Ronald H. Sargis**

**Subject Property Address:** 21006 Lovell  
 Avenue,  
 Campbell, CA 95008  
 (APN: 406-07-019)

**2<sup>nd</sup> DOT holder:** Junior (2nd) Lienholder /  
 Servicer: PNC FINANCIAL SERVICES  
 GROUP, INC. / DREAMBUILDER  
 INVESTMENTS, LLC

Secured Lienholder: PERSOLVE, LLC

EXHIBITS A-E IN SUPPORT OF PLAINTIFFS' COMPLAINT  
 TO DETERMINE VALUE AND EXTENT OF LIEN (NO MONETARY RECOVERY SOUGHT)

## EXHIBIT A

**Fill in this information to identify your case and this filing:**

Debtor 1 **John Hst Yap**  
First Name Middle Name Last Name

Debtor 2 **Irene Laiwah Loke**  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **EASTERN DISTRICT OF CALIFORNIA**

Case number **2020-90210**

☐ Check if this is an amended filing

## Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

### Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

#### 7400 Chantilly Way

Street address, if available, or other description

**Hughson** **CA** **95326-0000**  
City State ZIP Code

**Stanislaus**  
County

**What is the property?** Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<b>\$500,000.00</b>	<b>\$500,000.00</b>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☒ **Check if this is community property**  
(see instructions)

**Other information you wish to add about this item, such as local property identification number:**

**Valuation per Regina Zabarte, Realtor (DRE #01324418) on March 17, 2020**

Debtor 1 **John Hst Yap**  
 Debtor 2 **Irene Laiwah Loke**

Case number (if known) **2020-90210**

**If you own or have more than one, list here:**

1.2

**1006 Lovell Ave.**

Street address, if available, or other description

**Campbell CA 95008-0000**

City State ZIP Code

**Santa Clara**

County

**What is the property?** Check all that apply

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☒ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another \_\_\_\_\_

**Other information you wish to add about this item, such as local property identification number:**

**Valuation per Regina Zabarte, Realtor (DRE #01324418) on March 17, 2020**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**\$900,000.00**

**Current value of the portion you own?**

**\$900,000.00**

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

☒ **Check if this is community property**  
 (see instructions)

1.3

**If you own or have more than one, list here:**

**2412 6th Street**

Street address, if available, or other description

**Hughson CA 95326-0000**

City State ZIP Code

**Stanislaus**

County

**What is the property?** Check all that apply

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☒ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another \_\_\_\_\_

**Other information you wish to add about this item, such as local property identification number:**

**Valuation per Regina Zabarte, Realtor (DRE #01324418) on March 17, 2020**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**\$301,324.00**

**Current value of the portion you own?**

**\$301,324.00**

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

☒ **Check if this is community property**  
 (see instructions)

## EXHIBIT B

**PERSOLVE LEGAL GROUP, LLP**

9301 Corbin Avenue, Suite 1600, Northridge, CA 91324

Tel: 866-438-1259; Fax: 818-534-3140

C1200657

November 9, 2021

IRENE L WAH  
7400 CHANTILLY WAY  
HUGHSON CA 95326-9155

Re: PERSOLVE, LLC vs. IRENE L WAH  
CASE NO. 674318

Dear Mr./Ms. JONATHAN MATHEWS:

Please be advised that we have filed a Full Satisfaction of Judgment with the Court. Enclosed herein is one Acknowledgment of Full Satisfaction of Judgment. This form should be filed with the County Recorder as indicated at number six of the form.

Very truly yours,

PERSOLVE, LLC  
ACCOUNT RESOLUTION ASSOCIATES



Legal Counsel

/em  
Enclosures



## EJ-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):

After recording, return to:

Teresa Straley/SBN 248299; Luis Duenas/SBN 271873

PERSOLVE, LLC

9301 Corbin Ave Ste 1600, Northridge, CA 91324

TEL NO.: 818-534-3100

FAX NO. (optional): 818-534-3140

E-MAIL ADDRESS (Optional): ConformedCopy@persolve.com

ATTORNEY  
FORJUDGMENT  
CREDITORASSIGNEE  
OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

STREET ADDRESS: 801 10TH ST

MAILING ADDRESS:

CITY AND ZIP CODE: MODESTO, CA 95354

BRANCH NAME: MAIN COURTHOUSE

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: Persolve, LLC, a limited liability company, DBA, Account Resolution Associates

DEFENDANT: IRENE L WAH et al.

CASE NUMBER:

674318

## ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

☒ FULL☐ PARTIAL☐ MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

a. ☒ Full satisfaction(1) ☒ Judgment is satisfied in full.(2) ☐ The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.b. ☐ Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. ☐ Matured installment

All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:\*

Persolve, LLC, a limited liability company, dba, ACCOUNT RESOLUTION ASSOCIATES

9301 Corbin Ave Ste 1600, Northridge, CA 91324

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:\*

Irene L Wah aka Irene L Loke aka Irene Yap aka Irene Wah Loke, an individual

7400 CHANTILLY WAY, HUGHSON CA 95326-9155

5. a. Judgment entered on (date): October 29, 2013

b. ☐ Renewal entered on (date):6. ☒ An ☒ abstract of judgment ☐ certified copy of the judgment has been recorded as follows (complete all information for each county where recorded)

COUNTY

DATE OF RECORDING

INSTRUMENT NUMBER

SANTA CLARA

December 31, 2014

22818477

7. ☐ A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

**NOTICE TO JUDGMENT DEBTOR:** If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date: 11-9-21

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)\*\*

\*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. \*\* A separate notary acknowledgment must be attached for each signature.  
Form Approved for Optional Use  
Judicial Council of California  
EJ-100 [Rev. July 1, 2014]

## ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Page 1 of 1  
Code of Civil Procedure, §§ 724.060,  
724.120, 724.250



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

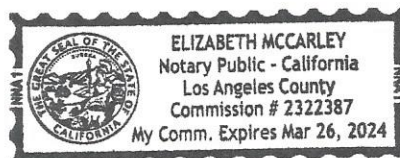
State of California  
County of Los Angeles )

On November 22, 2021 before me, Elizabeth McCarley, Notary Public  
(insert name and title of the officer)

personally appeared Luis Duenas,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

(Seal)



## EXHIBIT C

**United States Bankruptcy Court  
Eastern District of California**

In re:

Case No. 20-90210  
Chapter 11

John Hst Yap  
Irene Laiwah Loke,

**Hon. Judge Ronald H. Sargis**

Debtors.

\_\_\_\_\_ /

**PROPOSED AMENDED COMBINED PLAN OF REORGANIZATION**

**AND DISCLOSURE STATEMENT DATED APRIL 15, 2021**

**INTRODUCTION**

This is Debtors'<sup>1</sup> Amended Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: a prorata portion of **\$68,651.20**, likely to result in a **5%** recovery of allowed claims in monthly payments over **120 months**. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required

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<sup>1</sup> Although this is a joint filing, with two Debtors or one Debtor and one Co-Debtor, the subject Combined Plan & Disclosure Statement refers to both of them as "Debtor".

to pay on the effective date of the plan. Exhibit 5 shows Debtor's monthly income and expenses related to each investment property.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

## PART 1: TREATMENT OF SECURED CREDITORS

### Property to be Surrendered.

Class	Name of Creditor	Description of Collateral
1A	The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 2)	1032 Deena Way, Fallon, NV 89406

Upon entry of the Order Confirming Debtors' Plan, the Deena Way property shall be deemed surrendered to the Class 1A Secured Creditor, and no longer property of the Debtors' estate. . In addition, the Automatic Stay of 11 U.S.C. Section 362(a) shall be terminated upon entry of an order Confirming Debtors' Plan, or upon entry of the Order on the Class 1A Secured Creditor's 4001(d) Motion to Approve Stipulation Re: Termination of the Automatic Stay and Points and Authorities in Support Thereof at Case Docket Number 188, whichever occurs first, such that the Class 1A Secured Creditor shall be permitted to enforce its rights as to the Deena Way property under the loan documents and applicable state law without further notice, order or proceeding of the Court. ~~The confirmation order will constitute an order for relief from stay.~~ Any secured claim is satisfied in full through surrender of the collateral. Any deficiency claim is a general unsecured claim treated in Part 2. The Class 1A Secured Creditor shall have 30 days from the date of completing any non-judicial foreclosure sale of the Deena Way property in which to file a deficiency proof of claim, or such deficiency shall be deemed waived. Creditors in these classes shall retain their interest in the collateral. **These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.**

**Creditors' Rights Remain Unchanged.**

<b>Class</b>	<b>Name of Creditor</b>	<b>Description of Collateral</b>
1B	U.S. Bank, National Association (lender) c/o Nationstar Mortgage, LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 3) (Sr. Mortgage)	7400 Chantilly Way, Hughson, CA 95326
1C	U.S. Bank National Association (lender) / PHH Mortgage Corporation (loan servicer)  (Proof of Claim # 9) (Sr. Mortgage)	1102 Sarah Belle Lane Fallon, NV 89406

The Debtors and the Class 1 B Secured Creditor executed and filed an Amended Claim Treatment Stipulation at Case Docket Number 196 on March 30, 2021. The treatment of the Class 1B Secured Claim is as follows:

A. Creditor's claim (is successors and/or assigns), secured by the 7400 Chantilly Way Hughson CA 95326 property (hereinafter the "Chantilly Property") and Debtors' principal residence, is subject to the anti-modification provisions of 11 U.S.C. §1123(b)(5) and shall be fully secured, paid in full and Debtors' Plan shall not alter or modify the legal, equitable, and contractual rights under the Loan ("Secured Claim"). Creditor's Secured Claim shall be impaired pursuant to 11 U.S.C. §1124 solely to the extent that Debtors shall cure the contractual arrears as set forth herein.

B. Cure of Contractual Arrears. Debtors shall cure the total contractual arrears owing on Creditor's claim through March 2021 in the amount of \$2,995.39 in six (6) equal monthly installments of \$499.24 per month, commencing on the first day of the first month following entry of the Order Confirming Debtors' Chapter 11 Plan, and continuing on the first day of each month thereafter for a period of 5 months at which time any remaining contractual arrears must be paid in full. Further, Debtors understand confirmation of Debtors' Plan shall not constitute a reinstatement of the Loan as of the Effective Date, and the Loan will reflect a contractual default until Debtors cure the outstanding arrears as set forth herein. If the Debtors seek to sell or refinance the Chantilly Property any time prior to curing the contractual arrears as set forth herein, all outstanding contractual arrears must likewise be paid in full at the time of any such sale and/or refinancing.

C. Post-Confirmation Default. Upon confirmation of Debtors' Chapter 11 Plan, the Automatic Stay shall be deemed terminated as to the Debtors/estate vis-à-vis the Creditor, and Creditor (and/or its servicer) may provide Debtors notice of any default related to the Plan in accordance with the Loan documents, and applicable state law and/or proceed with its remedies

under the terms of the Loan and applicable state law, including but not limited to foreclosure of the Chantilly Property, without further notice, order, or proceeding of the Court.

D. In the event the Debtors' case is dismissed or converted to any other chapter under Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full, unmodified amount due under the Loan, and Debtors will no longer be allowed to cure the delinquent contractual arrears as set forth herein.

E. Except as otherwise expressly provided herein, all remaining terms of the Loan Documents, which are incorporated herein by this reference, shall govern the treatment of Creditor's Secured Claim.

F. Debtors have reviewed Creditor's Proof of Claim and do not dispute the Claim.

G. In the event of a conflict between a provision of Debtors' Plan and these stipulated terms, the stipulated terms shall control as to Creditor's claim. Further, the terms and provisions of this treatment may not be modified, altered, or changed by any Chapter 11 Plan, including any subsequently filed amended or modified Chapter 11 Plan of Reorganization and/or confirmation order on the foregoing without the express written consent of the Creditor or by the Court for cause after a noticed hearing

These creditors' legal, equitable, and contractual rights remain unchanged with respect to the above collateral. **The confirmation order will constitute an order for relief from stay.** Creditors in these classes shall retain their interest in the collateral until paid in full. These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.

**Debtor to Adjust Terms and Pay Amount Due in Full Over Time.**

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1D	The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 5)  (Please see Order on Motion to Value Collateral at Dkt. 128)  (Sr. Mortgage)	2412 6 <sup>th</sup> St., Hughson, CA 95326	\$301,324.00	5.00%	Principal and interest: \$1,617.57  Escrow: \$236.33 (subject to change)  <b>PITI: \$1,853.90 (subject to change due to escrow)</b>	30 years

1E	Real Time Resolutions, Inc. / (loan servicer) for the Bank of New York Mellon (lender)  (Proof of Claim # 14)  (2 <sup>nd</sup> Mortgage)	1102 Sarah Belle Lane Fallon, NV 89406	\$60,576.26	0.00*  (*note rate as well)	\$336.53	180 months
1F	The Bank of New York Mellon (lender) / NewRez LLC (loan servicer)  (See Order Granting Motion for Approval of Loan Modification at Dkt. 167. . <sup>2</sup> )  ***See Also Additional Plan Treatment Below	1006 Lovell Ave., Campbell, CA 95008	\$1,002,247.57	5.00	\$5,380.28  Escrow \$1,134.50 (Subject to Change)  <b>\$6,514.78 Starts 11/1/2020</b>	30 years
Total					<b>\$8,183.82</b>	

As for Class 1D above, the Debtors will pay the entire amount contractually due with interest as indicated in the above box for this Creditor, in monthly payments, due the 1st day of the month, starting Effective Date on the above secured claim. **In addition, Debtors shall make monthly escrow payments to Creditor for real property tax advances and hazard insurance advances made by Creditor (“Escrow Payments”). The current monthly Escrow Payment is \$230.38. This amount is subject to change pursuant to the terms of the Subject Loan. Debtors must obtain Creditor’s express written consent if they wish to de-escrow the account.**

In addition, the Debtors will pay any outstanding escrow advances owed on this claim (post petition advances that may have been made) on the Effective Date.

**As for Class 1E, the Debtors and the Secured Creditor have entered into a Stipulation Between Debtors and Real Time Resolutions which has not been filed as of yet. The**

<sup>2</sup> The Loan Modification Agreement that is identified as Exhibit B in Dkt. 147 shall control over any conflicting terms listed in the subject Plan.

**pertinent terms of the Stipulation** (although not granted by the Honorable Court) are as follows:

Total Amount Owed: \$60,576.26 (principal balance)

Interest rate is 0%.

Term is 180 months.

Monthly Payments which will begin on the Plan's Effective Date: \$336.53

This agreement is contingent upon the Debtors completing a Chapter 11 Plan

**\*\*\*As for Class 1F**, the Debtors and The Bank of New York Mellon ("Creditor") executed and filed a Claim Treatment Stipulation Regarding the Real Property at Case Docket Number 182 on March 19, 2021. The pertinent terms of the Stipulation (although not granted by the Honorable Court) are as follows:

**Creditor's Claim shall be governed by the terms of the Note, Deed of Trust, and the Loan Mod Agreement (collectively, the "Loan Documents") re: the treatment of Creditor's Claim both during and after this Bankruptcy Case.**

**Debtors shall tender monthly principal and interest payments ("Principal and Interest Payments") in the sum of \$5,380.28 to Creditor for the Claim commencing November 1, 2020, and continuing on the same day of each month thereafter until the Secured Claim is paid in full, pursuant to the terms of the Loan Documents.**

**In addition to Principal and Interest Payments, Debtors shall make monthly escrow payments to Creditor for real property tax advances and hazard insurance advances made by Creditor ("Escrow Payments") commencing November 1, 2020. The current monthly Escrow Payment is \$1,134.50. This amount is subject to change pursuant to the terms of the Subject Loan. Debtors must obtain Creditor's express written consent if they wish to de-escrow the account.**

**If applicable, Debtors shall maintain homeowner's association dues (if any) for the Property. In the event Creditor receives notice that Debtors have failed to maintain homeowner's association dues for the Property, Creditor reserves the right to pay said dues in full and seek immediate recovery from the Debtor.**

Notwithstanding Part 6 of this Plan, the automatic stay of 11 U.S.C. § 362 shall terminate as to Creditor's claim upon entry of an Order Confirming the Debtors' Plan. In the event of any future default on any of the above-described provisions after confirmation of the Chapter 11 Plan, Creditor shall proceed with default remedies under the terms of the Loan Documents, and pursuant to applicable state law, without further notice, order, or proceeding of the court in this Bankruptcy Case.

**In the event of any pre-confirmation default of the terms and conditions set forth in the above paragraphs, Creditor shall serve written notice of said default(s) to the Debtors and to the Debtors' attorney of record. If the Debtors fail to cure the default within 14 days after service of such written notice, Creditor may file a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which**



**the court may grant without further notice or hearing. Also, notwithstanding Part 6 of this Plan, this notice of default requirement terminates as to Creditor's 1F Claim as soon as the Debtors' Plan is confirmed.**

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan. Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

**Class 2. General Unsecured Claims.**

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Monthly Payment
Persolve  (Proof of Claim # 1)	\$53,535.09	N	\$2,676.75	\$22.31
Merrick Bank / Resurgent Capital Services  (Proof of Claim # 4)	\$1,743.53	N	\$87.18*  (*Debtor will likely pay this claim off in full on the Effective Date if funds are available)	\$ .73
American Express National Bank c/o Becket and Lee LLP  (Proof of Claim # 6)	\$12,978.10	N	\$648.91	\$5.41

American Express National Bank c/o Becket and Lee LLP  (Proof of Claim # 7)	\$2,631.09	N	\$131.55*  (*Debtor will likely pay this claim off in full on the Effective Date if funds are available)	\$1.10
Real Time Resolutions  (Proof of Claim # 10)  (For a foreclosed property / former junior lien that did not mature or get accelerated)	\$114,078.83	N	\$5,703.94	\$47.53
Veripro Solutions Inc.  (Proof of Claim # 11)	\$37,282.38	Y- This 2006 loan was refinanced in 2008 and the claim should accordingly be withdrawn.	\$0.00	\$0.00
Cit Bank, National Association / Countrywide  (Junior or 2 <sup>nd</sup> lien on Debtor's home at 7400 Chantilly Way in Hughson that was ordered wholly unsecured per docket # 69 [full text] and 72 [summary order])  (No claim filed)	\$131,152.00	N	\$6,557.60	\$54.65

<p>Lomarey, Inc.</p> <p>(Judicial lien on Debtor's home at 7400 Chantilly Way in Hughson that was ordered wholly unsecured per docket # 69 [full text] and 72 [summary order])</p> <p>(No claim filed)</p>	\$480,148.00	N	\$24,007.40	\$200.06
<p>The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)</p> <p>(Proof of Claim # 5, please see Order on Motion to Value Collateral at Dkt. 128)</p> <p>(UNSECURED PORTION of Senior Mortgage)</p>	\$104,097.01	N	\$5,204.85	\$43.37
<p>Collateral Financing Group, LLC</p> <p>(Junior or 2<sup>nd</sup> lien on Debtor's property at 2412 6<sup>th</sup> Street in Hughson that was ordered wholly unsecured per docket # 128)</p> <p>(No claim filed)</p>	\$94,421.00	N	\$4,721.05	\$39.34

<p>First Horizon Home Loan Corporation</p> <p>(Wholly unsecured junior mortgage lien on Debtors' surrendered property located at 1032 Deena Way, Fallon, NV 89406)</p> <p>(No Claim Filed)</p> <p>(See Order on Motion to Value Collateral at Dkt. 137.)</p>	\$44,700.00	N	\$2,235.00	\$18.63
<p>The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)</p> <p>(Proof of Claim # 5)</p> <p>(Please see Order on Motion to Value Collateral at Dkt. 128)</p> <p>(UNSECURED PORTION of Sr. Mortgage)</p>	\$104,097.00	N	\$5,204.85	\$43.37
<p>The Bank of New York Mellon (lender) / NewRez LLC (loan servicer)</p> <p>(Proof of Claim # 12)</p> <p>(Motion to Value at Dkt. 33)</p> <p>(UNSECURED PORTION of Senior Mortgage per Stipulation / Loan Modification re: 1006 Lovell)</p>	\$78,867.00	N	\$3,943.35	\$32.86

The PNC Financial Services Group, Inc./ Dreambuilder Investments, LLC  (No Claim Filed)  (Motion to Value at Docket # 33 with a Stipulation at docket # 139 for a \$900,000.00 valuation) <sup>3</sup>	\$154,950.00	N	\$7,747.50	\$64.56
	\$1,414,681.03		\$68,651.20	\$572.10

Allowed claims of general unsecured creditors (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

**Pot Plan.** Creditors will receive a pro-rata share of a fund totaling **\$68,651.20, created by Debtor's payment of \$572.10 per month for a period of 120 months, starting Effective Date.** Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

### PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) **Professional Fees.** Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Farsad Law Office, P.C.	\$20,000.00

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) **Other Administrative Claims.** Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation

will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
United States Trustee	\$650.00

(c) Tax Claims. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made [monthly/quarterly], due on the [number] day of the [month/quarter], starting [month & year]. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments. Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
NONE	NONE	NONE	NONE	NONE

#### **PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid [select one] [in full on the Effective Date] in [number] equal [monthly/quarterly] installments beginning on the first day of [month & year].

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
NONE	NONE	NONE	NONE	NONE

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (if any)

Name of Counter-Party	Description of Contract/Lease
NONE	NONE

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed rejected.

## **PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

(a) Discharge. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.

(b) Vesting of Property. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

## **PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a



determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

## **PART 7: GENERAL PROVISIONS**

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right

to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits. Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
NONE	NONE	NONE	NONE	NONE

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

Farsad Law Office, P.C.  
Attn: Nancy Weng  
1625 The Alameda, Suite 525  
San Jose, CA 95126

Mr. John Yap / Mrs. Irene Loke  
7400 Chantilly Way  
Hughson, CA 95326

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: April 15, 2021

/s/ John Hst Yap  
Debtor

/s/ Irene Laiwah Loke  
Debtor

/s/ Arasto Farsad  
Attorney for Debtor

**Exhibit 1 - Events That Led to Bankruptcy**

This case commenced with the filing of a petition under Chapter 11 on March 17, 2020. The Debtor filed the instant case primarily to stop the attempted non-judicial foreclosure sales of two investment properties that they have (located at 1006 Lovell Avenue in Campbell and 1032 Deena Way in Nevada).

The Debtor owns five real properties / homes in total. Three of them are located in California; two are in Nevada. All of them are underwater regarding either the first and/or second lienholders. The subject Chapter 11 was accordingly filed to help the Debtor reorganize the debts attached to the properties. In addition, the Debtor has junior liens (including judgments) that need to be dealt with to finally “clear up” the property titles.

Debtor, John Hst Yap, suffers from serious health issues, including chronic neurodegenerative disease, and would like to reorganize his finances in order to protect his family once he passes away via the instant Chapter 11.

The Debtor will be offering a reasonable payment plan to their secured as well as unsecured creditors. (For the unsecured creditors, it will be based on a standard liquidation analysis.)

**Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7**

Real Property #1: 7400 Chantilly Way, Hughson, CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$500,000.00	1 <sup>st</sup> MTG with U.S. Bank, N.A. / Mr. Cooper:  \$516,785.00	\$35,000.00	\$0.00	\$175,000.00	\$0.00
	2 <sup>nd</sup> MTG with CIT Bank, National Association / Countrywide:  \$131,152.00				
	3 <sup>rd</sup> Judgment Lien with Lomarey, Inc.:  \$480,148.00				

Real Property #2: 1006 Lovell Campbell, CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$900,000.00	1 <sup>st</sup> MTG with The Bank of New York Mellon / NewRez LLC:  \$978,867.00	\$63,000.00	\$0.00	\$0.00	\$0.00

	2 <sup>nd</sup> MTG with PNC Financial Services Group, Inc./ Dreambuilder Investments, LLC:  \$154,950.00	
	3 <sup>rd</sup>	

## Real Property #3: 1102 Sarah Belle Lane Fallon, NV

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$310,000.00	1 <sup>st</sup> MTG with U.S. Bank National Association / PHH Mortgage Corporation:  \$256,430.17	\$21,700.00	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> MTG with Real Time Resolutions, Inc. / Bank of New York Mellon:  \$60,000.00				

Real Property #4: 2412 6<sup>th</sup> St., Hughson CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$301,324.00	1 <sup>st</sup> MTG with The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  \$405,815.00	\$21,092.68	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> Collateral Financing \$94,421.00				
	3 <sup>rd</sup>				

## Real Property #1: 1032 Deena Way, Fallon, NV

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$261,900.00	1 <sup>st</sup> Mr. Cooper \$341,860.00	\$18,333.00	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> First Horizon Home Loan Corporation \$44,700.00				
	3 <sup>rd</sup>				



## Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash	\$3,702.00.00		\$3,702.00	\$0.00
Automobile #1-2003 Toyota Sienna	\$2,400.00		\$2,400.00	\$0.00
Automobile #2 – 2007 Toyota Tundra	\$2,900.00		\$2,900.00	\$0.00
Automobile #3 – 2008 Kia Rondo	\$2,800.00		\$2,800.00	\$0.00
Automobile #4 – 1999 Chevy Prizm	\$800.00		\$800.00	\$0.00
Household Furnishings, clothing	\$6,350.00		\$6,350.00	\$0.00
Jewelry	\$250.00		\$250.00	\$0.00
Equipment				
Stocks / Investments	\$123,448.00		\$123,448.00	\$0.00
Retirement	\$502.00		\$502.00	\$0.00
Computershare				
Other Personal Property				
TOTAL				\$0.00

Net Proceeds of Real Property and Personal Property	\$0.00
Recovery from Preferences / Fraudulent Conveyances [ADD]	
Chapter 7 Administrative Claims [SUBTRACT]	
Chapter 11 Administrative Claims [SUBTRACT]	
Priority Claims [SUBTRACT]	
Chapter 7 Trustee Fees [SUBTRACT]	
Chapter 7 Trustee's Professionals [SUBTRACT]	
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$0.00

Estimated Amount of Unsecured Claims	\$1,414,681.03
Percent Distribution to Unsecured Creditors Under Proposed Plan	5%

Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0%
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### Exhibit 3 - Monthly Income and Expenses

Income	Amount
Net Consulting Income <sup>4</sup>	\$4,000.00
Social Security Income for both Debtors	\$2,447.00
Pension	\$1,147.00
Family Support	\$1,350.00
Positive Cash Flow on Investment Property (Exhibit 5, Line A) *Two properties: 2412 6 <sup>th</sup> Street in Hughson and 1102 Sarah Belle Lane, Fallon	\$1,926.74
<b>A. Total Monthly Income</b>	<b>\$10,870.74</b>

Expenses	Amount
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings	
Retirement Contributions (401k, IRA, PSP)	
Shelter Expenses (rent/mortgage, insurance, taxes) Note: Debtors' primary residence is 7400 Chantilly Way in Hughson and this is the primary mortgage payment (see Proof of Claim # 3 / Class 1B above)	\$2,670.70 Escrow: \$453.39 <b>\$3,124.09</b>
Household Expenses (food, utilities, telecommunication)	\$1,550.00
Transportation Expenses (car maintenance, insurance, fuel)	\$575.00
Personal Expenses (e.g., recreation, clothing, laundry)	\$150.00
Alimony / Child Support	
Other Expenses-medical	\$2,600.00
Negative Cash Flow on Investment Property (Exhibit 5, Line B) *Property located at 1006 Lovell in Campbell per the recent Loan Modification	\$2,064.70

<sup>4</sup> Based on the Debtors' average net income during the pendency of the instant case--as well as the Debtors' own opinion as to what they generally net for the consulting (music) income each month after payment of applicable Federal and State taxes.

<b>B. Total Monthly Expenses</b>	\$10,063.79
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<b>C. Disposable Income</b> (Line A - Line B)	\$806.95
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<b>Plan Payments</b>	Amount
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	
Priority Claims	
General Unsecured Creditors	\$572.10
Total Plan Payments	\$572.10

<b>E. Plan Feasibility (Line C - Line D)</b> (Not feasible if less than zero)	<b>\$234.85</b>
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#### Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$3,891.00 <sup>5</sup>
Payments on Effective Date		
Unclassified Claims - Class 2 payments	\$572.10	
Administrative Expense Claims		
Priority Claims		
Small Claims (Class 2(a))		
U.S. Trustee Fees	\$650.00	
B. Total Payments on Effective Date		\$1,222.10
<b>C. Net Cash on Effective Date</b> (Line A - Line B) (Not feasible if less than zero)		\$2,668.90

<sup>5</sup> Based on the Debtors' average DIP account balance during the pendency of the instant case.  
Individual Chapter 11  
Proposed Amended Combined Plan & Disclosure Statement  
Dated April 15, 2021

**Exhibit 5 - Investment Property Analysis****Properties with Positive Monthly Cash-Flow:**Real Property #1 Income: 2412 6<sup>th</sup> St., Hughson CA

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$2,425.00	1 <sup>st</sup> \$1,270.39	Property taxes and insurance escrowed with a total payment of: <u>\$230.38</u>	See insurance box	Maintenance: \$100.00	\$824.23
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

Real Property #2 Income: 1102 Sarah Belle Lane, Fallon, NV

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$2,650.00	1 <sup>st</sup> U.S. Bank, N.A./ PHH Mortgage \$1,050.59	Property taxes and insurance escrowed with a total payment of: <u>\$278.63</u>	See insurance box	Maintenance \$50.00	\$1,102.51
	2 <sup>nd</sup> MTG with Real Time Resolutions, Inc. (Class 1E) \$168.27				
	3 <sup>rd</sup>				

<b>A. Total Positive Cash Flow</b>	<b>\$1,976.74</b>
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**Properties with Negative Monthly Cash-Flow:**

Real Property #2 Income: 1006 Lovell Campbell, CA

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$4,500.00	\$5,380.28	Escrow \$1,134.50	See escrow	\$50.00 maintenance	(\$2,064.70)
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

<b>B. Total Negative Cash Flow</b>	<b>(\$2,214.78)</b>
------------------------------------	---------------------

## EXHIBIT D

ARASTO FARSAD (SBN: 273118)  
 NANCY WENG (SBN: 251215)  
**FARSAD LAW OFFICE, P.C.**  
 1625 The Alameda, Suite 525  
 San Jose, CA 95126  
 Tel: 408-641-9966  
 Fax: 408-866-7334  
 Emails: farsadlaw1@gmail.com;  
 nancy@farsadlaw.com

Attorneys for Debtors / debtors-in-possession

**UNITED STATES BANKRUPTCY COURT  
 EASTERN DISTRICT OF CALIFORNIA  
 SACRAMENTO DIVISION**

In re:

JOHN HST YAP and

IRENE LAIWAH LOKE,

Debtors.

) Case No. 20-90210

) Chapter 11

) DCN: RHS-1

) **ORDER CONFIRMING CHAPTER 11  
 PLAN DATED APRIL 15, 2021**

) **Date:** June 24, 2021

) **Time:** 2:00 p.m.

) **Place:** 501 I Street, Crtrm 33, Sacramento,  
 California 95814

) **Chief Judge: Honorable Ronald H. Sargis**

On June 24, 2021 at 2:00 p.m., before the Honorable Chief Judge Ronald H. Sargis, the Court held a hearing on final approval of the above-captioned Debtor's Disclosure Statement and confirmation of the above-captioned Debtor's Plan of Reorganization dated April 15, 2021. (A true and correct copy is attached hereto as **Exhibit A.**)

After review of the ballot summary, the statements made on the record, and all filings in the case, the Court determined that confirmation of Debtor's plan was appropriate as the Debtor

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///

1 has proven by preponderance of the evidence that the Debtor's plan of reorganization meets all  
2 the requirements of 11 U.S.C. § 1129 et. seq.

3 Therefore, it is hereby **ORDERED** that the Disclosure Statement and Chapter 11 Plan  
4 dated April 15, 2021 is approved and said Chapter 11 Plan (filed as case docket number 209, a  
5 copy of which is attached hereto as Addendum A), as amended by this Order, is  
6 **CONFIRMED**.

7 **IT IS FURTHER ORDERED** that the confirmed plan is amended as set forth in the  
8 following:  
9

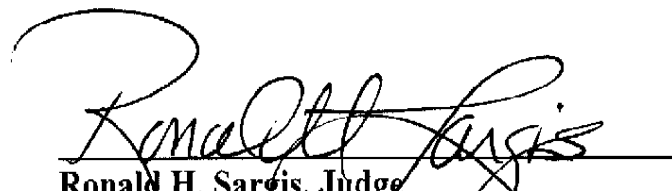
10 A. Class 2 Creditor "The Bank of New York Mellon / Nationstar Mortgage LLC" at  
11 proof of claim number 5 is a duplicative entry in the Plan and shall only be counted  
12 once. (Re: a \$104,097.00 claim amount re: the unsecured portion of this creditor's  
13 primary mortgage.)

14 B. Class 2 Creditor "The Bank of New York Mellon / New Rez LLC", with proof of  
15 claim number 12, is hereby removed from Class 2 of the Plan because the Debtor  
16 and this Creditor entered into a loan modification at the full claim amount.

17 Accordingly, this Subject Claim was not crammed down, and there is no unsecured  
18 portion on the Claim. The terms of the voluntary loan modification control (See  
19 Dkts. 144, 147 (Ex. B) & 167).  
20

21 **Dated:** July 01, 2021

**By the Court**

22  
23  
24   
25 **Ronald H. Sargis, Judge**  
26 **United States Bankruptcy Court**  
27  
28



United States Bankruptcy Court  
Eastern District of California

In re:

**ADDENDUM A**

Case No. 20-90210  
Chapter 11

John Hst Yap  
Irene Laiwah Loke,

**Hon. Judge Ronald H. Sargis**

Debtors.

\_\_\_\_\_ /

**██████████ AMENDED COMBINED PLAN OF REORGANIZATION  
AND DISCLOSURE STATEMENT DATED APRIL 15, 2021**

**INTRODUCTION**

This is Debtors'<sup>1</sup> Amended Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: a prorata portion of **\$68,651.20**, likely to result in a **5%** recovery of allowed claims in monthly payments over **120 months**. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required

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<sup>1</sup> Although this is a joint filing, with two Debtors or one Debtor and one Co-Debtor, the subject Combined Plan & Disclosure Statement refers to both of them as "Debtor".

to pay on the effective date of the plan. Exhibit 5 shows Debtor's monthly income and expenses related to each investment property.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

## PART 1: TREATMENT OF SECURED CREDITORS

### Property to be Surrendered.

Class	Name of Creditor	Description of Collateral
1A	The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 2)	1032 Deena Way, Fallon, NV 89406

Upon entry of the Order Confirming Debtors' Plan, the Deena Way property shall be deemed surrendered to the Class 1A Secured Creditor, and no longer property of the Debtors' estate. . In addition, the Automatic Stay of 11 U.S.C. Section 362(a) shall be terminated upon entry of an order Confirming Debtors' Plan, or upon entry of the Order on the Class 1A Secured Creditor's 4001(d) Motion to Approve Stipulation Re: Termination of the Automatic Stay and Points and Authorities in Support Thereof at Case Docket Number 188, whichever occurs first, such that the Class 1A Secured Creditor shall be permitted to enforce its rights as to the Deena Way property under the loan documents and applicable state law without further notice, order or proceeding of the Court. ~~The confirmation order will constitute an order for relief from stay.~~ Any secured claim is satisfied in full through surrender of the collateral. Any deficiency claim is a general unsecured claim treated in Part 2. The Class 1A Secured Creditor shall have 30 days from the date of completing any non-judicial foreclosure sale of the Deena Way property in which to file a deficiency proof of claim, or such deficiency shall be deemed waived. Creditors in these classes shall retain their interest in the collateral. **These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.**

**Creditors' Rights Remain Unchanged.**

Class	Name of Creditor	Description of Collateral
1B	U.S. Bank, National Association (lender) c/o Nationstar Mortgage, LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 3) (Sr. Mortgage)	7400 Chantilly Way, Hughson, CA 95326
1C	U.S. Bank National Association (lender) / PHH Mortgage Corporation (loan servicer)  (Proof of Claim # 9) (Sr. Mortgage)	1102 Sarah Belle Lane Fallon, NV 89406

The Debtors and the Class 1 B Secured Creditor executed and filed an Amended Claim Treatment Stipulation at Case Docket Number 196 on March 30, 2021. The treatment of the Class 1B Secured Claim is as follows:

A. Creditor's claim (is successors and/or assigns), secured by the 7400 Chantilly Way Hughson CA 95326 property (hereinafter the "Chantilly Property") and Debtors' principal residence, is subject to the anti-modification provisions of 11 U.S.C. §1123(b)(5) and shall be fully secured, paid in full and Debtors' Plan shall not alter or modify the legal, equitable, and contractual rights under the Loan ("Secured Claim"). Creditor's Secured Claim shall be impaired pursuant to 11 U.S.C. §1124 solely to the extent that Debtors shall cure the contractual arrears as set forth herein.

B. Cure of Contractual Arrears. Debtors shall cure the total contractual arrears owing on Creditor's claim through March 2021 in the amount of \$2,995.39 in six (6) equal monthly installments of \$499.24 per month, commencing on the first day of the first month following entry of the Order Confirming Debtors' Chapter 11 Plan, and continuing on the first day of each month thereafter for a period of 5 months at which time any remaining contractual arrears must be paid in full. Further, Debtors understand confirmation of Debtors' Plan shall not constitute a reinstatement of the Loan as of the Effective Date, and the Loan will reflect a contractual default until Debtors cure the outstanding arrears as set forth herein. If the Debtors seek to sell or refinance the Chantilly Property any time prior to curing the contractual arrears as set forth herein, all outstanding contractual arrears must likewise be paid in full at the time of any such sale and/or refinancing.

C. Post-Confirmation Default. Upon confirmation of Debtors' Chapter 11 Plan, the Automatic Stay shall be deemed terminated as to the Debtors/estate vis-à-vis the Creditor, and Creditor (and/or its servicer) may provide Debtors notice of any default related to the Plan in accordance with the Loan documents, and applicable state law and/or proceed with its remedies

under the terms of the Loan and applicable state law, including but not limited to foreclosure of the Chantilly Property, without further notice, order, or proceeding of the Court.

D. In the event the Debtors' case is dismissed or converted to any other chapter under Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full, unmodified amount due under the Loan, and Debtors will no longer be allowed to cure the delinquent contractual arrears as set forth herein.

E. Except as otherwise expressly provided herein, all remaining terms of the Loan Documents, which are incorporated herein by this reference, shall govern the treatment of Creditor's Secured Claim.

F. Debtors have reviewed Creditor's Proof of Claim and do not dispute the Claim.

G. In the event of a conflict between a provision of Debtors' Plan and these stipulated terms, the stipulated terms shall control as to Creditor's claim. Further, the terms and provisions of this treatment may not be modified, altered, or changed by any Chapter 11 Plan, including any subsequently filed amended or modified Chapter 11 Plan of Reorganization and/or confirmation order on the foregoing without the express written consent of the Creditor or by the Court for cause after a noticed hearing

These creditors' legal, equitable, and contractual rights remain unchanged with respect to the above collateral. **The confirmation order will constitute an order for relief from stay.** Creditors in these classes shall retain their interest in the collateral until paid in full. These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.

**Debtor to Adjust Terms and Pay Amount Due in Full Over Time.**

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1D	The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  (Proof of Claim # 5)  (Please see Order on Motion to Value Collateral at Dkt. 128)  (Sr. Mortgage)	2412 6 <sup>th</sup> St., Hughson, CA 95326	\$301,324.00	5.00%	Principal and interest: \$1,617.57  Escrow: \$236.33 (subject to change)  <b>PITI: \$1,853.90 (subject to change due to escrow)</b>	30 years

1E	Real Time Resolutions, Inc. / (loan servicer) for the Bank of New York Mellon (lender)  (Proof of Claim # 14)  (2 <sup>nd</sup> Mortgage)	1102 Sarah Belle Lane Fallon, NV 89406	\$60,576.26	0.00*  (*note rate as well)	\$336.53	180 months
1F	The Bank of New York Mellon (lender) / NewRez LLC (loan servicer)  (See Order Granting Motion for Approval of Loan Modification at Dkt. 167. . <sup>2</sup> )  ***See Also Additional Plan Treatment Below	1006 Lovell Ave., Campbell, CA 95008	\$1,002,247.57	5.00	\$5,380.28  Escrow \$1,134.50 (Subject to Change)  <b>\$6,514.78 Starts 11/1/2020</b>	30 years
Total					<b>\$8,183.82</b>	

As for Class 1D above, the Debtors will pay the entire amount contractually due with interest as indicated in the above box for this Creditor, in monthly payments, due the 1st day of the month, starting Effective Date on the above secured claim. **In addition, Debtors shall make monthly escrow payments to Creditor for real property tax advances and hazard insurance advances made by Creditor (“Escrow Payments”). The current monthly Escrow Payment is \$230.38. This amount is subject to change pursuant to the terms of the Subject Loan. Debtors must obtain Creditor’s express written consent if they wish to de-escrow the account.**

In addition, the Debtors will pay any outstanding escrow advances owed on this claim (post petition advances that may have been made) on the Effective Date.

**As for Class 1E, the Debtors and the Secured Creditor have entered into a Stipulation Between Debtors and Real Time Resolutions which has not been filed as of yet. The**

<sup>2</sup> The Loan Modification Agreement that is identified as Exhibit B in Dkt. 147 shall control over any conflicting terms listed in the subject Plan.

**pertinent terms of the Stipulation** (although not granted by the Honorable Court) are as follows:

Total Amount Owed: \$60,576.26 (principal balance)

Interest rate is 0%.

Term is 180 months.

Monthly Payments which will begin on the Plan's Effective Date: \$336.53

This agreement is contingent upon the Debtors completing a Chapter 11 Plan

**\*\*\*As for Class 1F**, the Debtors and The Bank of New York Mellon ("Creditor") executed and filed a Claim Treatment Stipulation Regarding the Real Property at Case Docket Number 182 on March 19, 2021. The pertinent terms of the Stipulation (although not granted by the Honorable Court) are as follows:

**Creditor's Claim shall be governed by the terms of the Note, Deed of Trust, and the Loan Mod Agreement (collectively, the "Loan Documents") re: the treatment of Creditor's Claim both during and after this Bankruptcy Case.**

**Debtors shall tender monthly principal and interest payments ("Principal and Interest Payments") in the sum of \$5,380.28 to Creditor for the Claim commencing November 1, 2020, and continuing on the same day of each month thereafter until the Secured Claim is paid in full, pursuant to the terms of the Loan Documents.**

**In addition to Principal and Interest Payments, Debtors shall make monthly escrow payments to Creditor for real property tax advances and hazard insurance advances made by Creditor ("Escrow Payments") commencing November 1, 2020. The current monthly Escrow Payment is \$1,134.50. This amount is subject to change pursuant to the terms of the Subject Loan. Debtors must obtain Creditor's express written consent if they wish to de-escrow the account.**

**If applicable, Debtors shall maintain homeowner's association dues (if any) for the Property. In the event Creditor receives notice that Debtors have failed to maintain homeowner's association dues for the Property, Creditor reserves the right to pay said dues in full and seek immediate recovery from the Debtor.**

Notwithstanding Part 6 of this Plan, the automatic stay of 11 U.S.C. § 362 shall terminate as to Creditor's claim upon entry of an Order Confirming the Debtors' Plan. In the event of any future default on any of the above-described provisions after confirmation of the Chapter 11 Plan, Creditor shall proceed with default remedies under the terms of the Loan Documents, and pursuant to applicable state law, without further notice, order, or proceeding of the court in this Bankruptcy Case.

**In the event of any pre-confirmation default of the terms and conditions set forth in the above paragraphs, Creditor shall serve written notice of said default(s) to the Debtors and to the Debtors' attorney of record. If the Debtors fail to cure the default within 14 days after service of such written notice, Creditor may file a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which**

**the court may grant without further notice or hearing. Also, notwithstanding Part 6 of this Plan, this notice of default requirement terminates as to Creditor's 1F Claim as soon as the Debtors' Plan is confirmed.**

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan. Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

**Class 2. General Unsecured Claims.**

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Monthly Payment
Persolve  (Proof of Claim # 1)	\$53,535.09	N	\$2,676.75	\$22.31
Merrick Bank / Resurgent Capital Services  (Proof of Claim # 4)	\$1,743.53	N	\$87.18*  (*Debtor will likely pay this claim off in full on the Effective Date if funds are available)	\$ .73
American Express National Bank c/o Becket and Lee LLP  (Proof of Claim # 6)	\$12,978.10	N	\$648.91	\$5.41

American Express National Bank c/o Becket and Lee LLP  (Proof of Claim # 7)	\$2,631.09	N	\$131.55*  (*Debtor will likely pay this claim off in full on the Effective Date if funds are available)	\$1.10
Real Time Resolutions  (Proof of Claim # 10)  (For a foreclosed property / former junior lien that did not mature or get accelerated)	\$114,078.83	N	\$5,703.94	\$47.53
Veripro Solutions Inc.  (Proof of Claim # 11)	\$37,282.38	Y- This 2006 loan was refinanced in 2008 and the claim should accordingly be withdrawn.	\$0.00	\$0.00
Cit Bank, National Association / Countrywide  (Junior or 2 <sup>nd</sup> lien on Debtor's home at 7400 Chantilly Way in Hughson that was ordered wholly unsecured per docket # 69 [full text] and 72 [summary order])  (No claim filed)	\$131,152.00	N	\$6,557.60	\$54.65



<p>Lomarey, Inc.</p> <p>(Judicial lien on Debtor's home at 7400 Chantilly Way in Hughson that was ordered wholly unsecured per docket # 69 [full text] and 72 [summary order])</p> <p>(No claim filed)</p>	\$480,148.00	N	\$24,007.40	\$200.06
<p>The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)</p> <p>(Proof of Claim # 5, please see Order on Motion to Value Collateral at Dkt. 128)</p> <p>(UNSECURED PORTION of Senior Mortgage)</p>	\$104,097.01	N	\$5,204.85	\$43.37
<p>Collateral Financing Group, LLC</p> <p>(Junior or 2<sup>nd</sup> lien on Debtor's property at 2412 6<sup>th</sup> Street in Hughson that was ordered wholly unsecured per docket # 128)</p> <p>(No claim filed)</p>	\$94,421.00	N	\$4,721.05	\$39.34

<p>First Horizon Home Loan Corporation</p> <p>(Wholly unsecured junior mortgage lien on Debtors' surrendered property located at 1032 Deena Way, Fallon, NV 89406)</p> <p>(No Claim Filed)</p> <p>(See Order on Motion to Value Collateral at Dkt. 137.)</p>	\$44,700.00	N	\$2,235.00	\$18.63
<p>The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)</p> <p>(Proof of Claim # 5)</p> <p>(Please see Order on Motion to Value Collateral at Dkt. 128)</p> <p>(UNSECURED PORTION of Sr. Mortgage)</p>	\$104,097.00	N	\$5,204.85	\$43.37
<p>The Bank of New York Mellon (lender) / NewRez LLC (loan servicer)</p> <p>(Proof of Claim # 12)</p> <p>(Motion to Value at Dkt. 33)</p> <p>(UNSECURED PORTION of Senior Mortgage per Stipulation / Loan Modification re: 1006 Lovell)</p>	\$78,867.00	N	\$3,943.35	\$32.86

The PNC Financial Services Group, Inc./ Dreambuilder Investments, LLC  (No Claim Filed)  (Motion to Value at Docket # 33 with a Stipulation at docket # 139 for a \$900,000.00 valuation) <sup>3</sup>	\$154,950.00	N	\$7,747.50	\$64.56
	\$1,414,681.03		\$68,651.20	\$572.10

Allowed claims of general unsecured creditors (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

**Pot Plan.** Creditors will receive a pro-rata share of a fund totaling **\$68,651.20, created by Debtor's payment of \$572.10 per month for a period of 120 months, starting Effective Date.** Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

### PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) **Professional Fees.** Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Farsad Law Office, P.C.	\$20,000.00

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) **Other Administrative Claims.** Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation

will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
United States Trustee	\$650.00

(c) Tax Claims. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made [monthly/quarterly], due on the [number] day of the [month/quarter], starting [month & year]. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments. Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
NONE	NONE	NONE	NONE	NONE

#### **PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid [select one] [in full on the Effective Date] in [number] equal [monthly/quarterly] installments beginning on the first day of [month & year].

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
NONE	NONE	NONE	NONE	NONE

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (if any)

Name of Counter-Party	Description of Contract/Lease
NONE	NONE

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed rejected.

#### **PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

(a) Discharge. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.

(b) Vesting of Property. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

#### **PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a

determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

## **PART 7: GENERAL PROVISIONS**

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right

to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits. Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
NONE	NONE	NONE	NONE	NONE

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

Farsad Law Office, P.C.  
Attn: Nancy Weng  
1625 The Alameda, Suite 525  
San Jose, CA 95126

Mr. John Yap / Mrs. Irene Loke  
7400 Chantilly Way  
Hughson, CA 95326

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: April 15, 2021

/s/ John Hst Yap  
Debtor

/s/ Irene Laiwah Loke  
Debtor

/s/ Arasto Farsad  
Attorney for Debtor



**Exhibit 1 - Events That Led to Bankruptcy**

This case commenced with the filing of a petition under Chapter 11 on March 17, 2020. The Debtor filed the instant case primarily to stop the attempted non-judicial foreclosure sales of two investment properties that they have (located at 1006 Lovell Avenue in Campbell and 1032 Deena Way in Nevada).

The Debtor owns five real properties / homes in total. Three of them are located in California; two are in Nevada. All of them are underwater regarding either the first and/or second lienholders. The subject Chapter 11 was accordingly filed to help the Debtor reorganize the debts attached to the properties. In addition, the Debtor has junior liens (including judgments) that need to be dealt with to finally “clear up” the property titles.

Debtor, John Hst Yap, suffers from serious health issues, including chronic neurodegenerative disease, and would like to reorganize his finances in order to protect his family once he passes away via the instant Chapter 11.

The Debtor will be offering a reasonable payment plan to their secured as well as unsecured creditors. (For the unsecured creditors, it will be based on a standard liquidation analysis.)

**Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7**

Real Property #1: 7400 Chantilly Way, Hughson, CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$500,000.00	1 <sup>st</sup> MTG with U.S. Bank, N.A. / Mr. Cooper:  \$516,785.00	\$35,000.00	\$0.00	\$175,000.00	\$0.00
	2 <sup>nd</sup> MTG with CIT Bank, National Association / Countrywide:  \$131,152.00				
	3 <sup>rd</sup> Judgment Lien with Lomarey, Inc.:  \$480,148.00				

Real Property #2: 1006 Lovell Campbell, CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$900,000.00	1 <sup>st</sup> MTG with The Bank of New York Mellon / NewRez LLC:  \$978,867.00	\$63,000.00	\$0.00	\$0.00	\$0.00

	2 <sup>nd</sup> MTG with PNC Financial Services Group, Inc./ Dreambuilder Investments, LLC:  \$154,950.00	
	3 <sup>rd</sup>	

## Real Property #3: 1102 Sarah Belle Lane Fallon, NV

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$310,000.00	1 <sup>st</sup> MTG with U.S. Bank National Association / PHH Mortgage Corporation:  \$256,430.17	\$21,700.00	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> MTG with Real Time Resolutions, Inc. / Bank of New York Mellon:  \$60,000.00				

Real Property #4: 2412 6<sup>th</sup> St., Hughson CA

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$301,324.00	1 <sup>st</sup> MTG with The Bank of New York Mellon (lender) / Nationstar Mortgage LLC dba Mr. Cooper (loan servicer)  \$405,815.00	\$21,092.68	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> Collateral Financing \$94,421.00				
	3 <sup>rd</sup>				

## Real Property #1: 1032 Deena Way, Fallon, NV

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$261,900.00	1 <sup>st</sup> Mr. Cooper \$341,860.00	\$18,333.00	\$0.00	\$0.00	\$0.00
	2 <sup>nd</sup> First Horizon Home Loan Corporation \$44,700.00				
	3 <sup>rd</sup>				

## Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash	\$3,702.00.00		\$3,702.00	\$0.00
Automobile #1-2003 Toyota Sienna	\$2,400.00		\$2,400.00	\$0.00
Automobile #2 – 2007 Toyota Tundra	\$2,900.00		\$2,900.00	\$0.00
Automobile #3 – 2008 Kia Rondo	\$2,800.00		\$2,800.00	\$0.00
Automobile #4 – 1999 Chevy Prizm	\$800.00		\$800.00	\$0.00
Household Furnishings, clothing	\$6,350.00		\$6,350.00	\$0.00
Jewelry	\$250.00		\$250.00	\$0.00
Equipment				
Stocks / Investments	\$123,448.00		\$123,448.00	\$0.00
Retirement	\$502.00		\$502.00	\$0.00
Computershare				
Other Personal Property				
TOTAL				\$0.00

Net Proceeds of Real Property and Personal Property	\$0.00
Recovery from Preferences / Fraudulent Conveyances [ADD]	
Chapter 7 Administrative Claims [SUBTRACT]	
Chapter 11 Administrative Claims [SUBTRACT]	
Priority Claims [SUBTRACT]	
Chapter 7 Trustee Fees [SUBTRACT]	
Chapter 7 Trustee's Professionals [SUBTRACT]	
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$0.00

Estimated Amount of Unsecured Claims	\$1,414,681.03
Percent Distribution to Unsecured Creditors Under Proposed Plan	5%

Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0%
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### Exhibit 3 - Monthly Income and Expenses

Income	Amount
Net Consulting Income <sup>4</sup>	\$4,000.00
Social Security Income for both Debtors	\$2,447.00
Pension	\$1,147.00
Family Support	\$1,350.00
Positive Cash Flow on Investment Property (Exhibit 5, Line A) *Two properties: 2412 6 <sup>th</sup> Street in Hughson and 1102 Sarah Belle Lane, Fallon	\$1,926.74
<b>A. Total Monthly Income</b>	<b>\$10,870.74</b>

Expenses	Amount
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings	
Retirement Contributions (401k, IRA, PSP)	
Shelter Expenses (rent/mortgage, insurance, taxes) Note: Debtors' primary residence is 7400 Chantilly Way in Hughson and this is the primary mortgage payment (see Proof of Claim # 3 / Class 1B above)	\$2,670.70 Escrow: \$453.39 <b>\$3,124.09</b>
Household Expenses (food, utilities, telecommunication)	\$1,550.00
Transportation Expenses (car maintenance, insurance, fuel)	\$575.00
Personal Expenses (e.g., recreation, clothing, laundry)	\$150.00
Alimony / Child Support	
Other Expenses-medical	\$2,600.00
Negative Cash Flow on Investment Property (Exhibit 5, Line B) *Property located at 1006 Lovell in Campbell per the recent Loan Modification	\$2,064.70

<sup>4</sup> Based on the Debtors' average net income during the pendency of the instant case--as well as the Debtors' own opinion as to what they generally net for the consulting (music) income each month after payment of applicable Federal and State taxes.

<b>B. Total Monthly Expenses</b>	\$10,063.79
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<b>C. Disposable Income</b> (Line A - Line B)	\$806.95
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<b>Plan Payments</b>	Amount
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	
Priority Claims	
General Unsecured Creditors	\$572.10
Total Plan Payments	\$572.10

<b>E. Plan Feasibility (Line C - Line D)</b> (Not feasible if less than zero)	<b>\$234.85</b>
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#### Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$3,891.00 <sup>5</sup>
Payments on Effective Date		
Unclassified Claims - Class 2 payments	\$572.10	
Administrative Expense Claims		
Priority Claims		
Small Claims (Class 2(a))		
U.S. Trustee Fees	\$650.00	
B. Total Payments on Effective Date		\$1,222.10
<b>C. Net Cash on Effective Date</b> (Line A - Line B) (Not feasible if less than zero)		\$2,668.90

<sup>5</sup> Based on the Debtors' average DIP account balance during the pendency of the instant case.  
Individual Chapter 11  
Proposed Amended Combined Plan & Disclosure Statement  
Dated April 15, 2021

**Exhibit 5 - Investment Property Analysis****Properties with Positive Monthly Cash-Flow:**Real Property #1 Income: 2412 6<sup>th</sup> St., Hughson CA

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$2,425.00	1 <sup>st</sup> \$1,270.39	Property taxes and insurance escrowed with a total payment of: <u>\$230.38</u>	See insurance box	Maintenance: \$100.00	\$824.23
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

Real Property #2 Income: 1102 Sarah Belle Lane, Fallon, NV

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$2,650.00	1 <sup>st</sup> U.S. Bank, N.A./ PHH Mortgage \$1,050.59	Property taxes and insurance escrowed with a total payment of: <u>\$278.63</u>	See insurance box	Maintenance \$50.00	\$1,102.51
	2 <sup>nd</sup> MTG with Real Time Resolutions, Inc. (Class 1E) \$168.27				
	3 <sup>rd</sup>				

<b>A. Total Positive Cash Flow</b>	<b>\$1,976.74</b>
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**Properties with Negative Monthly Cash-Flow:**

Real Property #2 Income: 1006 Lovell Campbell, CA

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$4,500.00	\$5,380.28	Escrow \$1,134.50	See escrow	\$50.00 maintenance	(\$2,064.70)
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

<b>B. Total Negative Cash Flow</b>	(\$2,214.78)
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## EXHIBIT E

Number of Days in Statement Period		31
Average Account Balance	\$	20,232.67
Customer Segment		Senior

To keep track of your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

**Outstanding Deposits**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

**Outstanding Withdrawals**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**

**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**

**What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:  
 U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.





EASY CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number 0032

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Jul 7	Mobile Banking Transfer	From Account 0057	Rental surplus from 6th Street \$ 200.00
Jul 7	Mobile Banking Transfer	From Account 0065	Rental surplus from Sarah Belle 300.00
Jul 14	Deposit	8654323062	State Farm payment 54.23
Jul 14	Deposit	8654323060	State Farm payment 141.75
Jul 14	Deposit	8654323070	John's UC Pension 1,484.27
Jul 14	Deposit	8654279651	43,000.00
Jul 19	Mobile Banking Transfer	From Account 0487	Rental surplus from Lovell 150.00
Jul 19	Debit Purchase Ret - VISA	On 071521 MODESTO CA	Returned Item 151.01
	BED BATH & BEYON	REF # 74138291197802009133 US1	
Jul 21	Federal Benefit Deposit	From SSA TREAS 310	Irene's Social Security payment 662.00
	REF=211970120094280N00	XXSOC SEC 9031736013 7660A S	
Jul 21	Federal Benefit Deposit	From SSA TREAS 310	John's Social Security payment 1,666.00
	REF=211970121160790N00	XXSOC SEC 9031736013 4208A S	
Jul 23	Returned Check	Returned Lomary Payment check 8954307146	24,007.40
Jul 27	Overdraft Returned Fee	Refund Bank refund	36.00
Jul 27	Overdraft Paid Fee	Refund Bank refund	36.00
Total Deposits / Credits			\$ 71,888.66

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-6630

Date	Description of Transaction	Ref Number	Amount
Jul 1	Debit Purchase - VISA	On 063021 866-712-7753 CA	Subscription \$ 0.99-
	APPLE.COM/BILL	REF # 24692161181100066746837	
Jul 2	Debit Purchase - VISA	On 070121 MODESTO CA	Food 18.09-
	KFC #193	REF # 24943001183091912001233	
Jul 2	Debit Purchase - VISA	On 070121 MODESTO CA	Groceries 129.53-
	TRADER JOE'S #00	REF # 24493981183191000132390	
Jul 2	Debit Purchase - VISA	On 070121 CERES CA	MISC 210.75-
	WAL-MART #1983	REF # 24226381183091005154323	
Jul 6	Debit Purchase - VISA	On 070321 MODESTO CA	MISC 56.26-
	BED BATH & BEYON	REF # 24138291185802000167169	
Jul 6	Debit Purchase - VISA	On 070321 MODESTO CA	Groceries 122.87-
	SAFEWAY #1661	REF # 24231681185837001836162	
Jul 6	Debit Purchase - VISA	On 070521 TURLOCK CA	Veteranarian Pmt 197.36-
	VETERINARY MEDIC	REF # 24801971186091366000055	
Jul 8	Debit Purchase - VISA	On 070721 973-785-4333 NJ	MISC 151.01-
	BED BATH & BEYON	REF # 24138291189286423201373	
Jul 12	Debit Purchase - VISA	On 071021 209-883-8222 CA	Utility payment 262.83-
	TURLOCK IRRIGATI	REF # 24231681192837945659796	
Jul 13	Debit Purchase - VISA	On 071121 TURLOCK CA	Groceries 110.39-
	RALEY S #310	REF # 24137461193500815799768	
Jul 15	Debit Purchase - VISA	On 071421 HUGHSON CA	Shipping 79.05-
	USPS PO 05358203	REF # 24137461196001244097236	
Jul 16	Debit Purchase - VISA	On 071521 CERES CA	MISC 156.20-
	WAL-MART #1983	REF # 24445001197400292291495	
Jul 19	Debit Purchase - VISA	On 071621 MODESTO CA	Food 23.69-
	KFC #193	REF # 24943001198091911001658	
Jul 19	Debit Purchase - VISA	On 071721 MODESTO CA	Food 85.54-
	TRADER JOE'S #00	REF # 24493981199191000263908	
Jul 19	Debit Purchase - VISA	On 071621 MODESTO CA	Food 182.11-
	SAFEWAY #1661	REF # 24231681198837002043540	
Jul 20	Debit Purchase - VISA	On 071921 MODESTO CA	Medication 150.00-
	VALLEY WELLNESS	REF # 24801971200726697690767	
Jul 21	Debit Purchase - VISA	On 072021 MODESTO CA	Food 19.37-
	KFC #216	REF # 24943001202091300000711	
Jul 21	Debit Purchase - VISA	On 071921 800-743-5000 CA	Utility payment 20.02-
	PG&E/EZ-PAY	REF # 24692161201100988097638	

# EASY CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]-0032

## Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-6630

Date	Description of Transaction	Ref Number	Amount
Jul 23	Recurring Debit Purchase VERIZONWRLSS*RTC	On 072221 800-922-0204 FL REF # 24692161203100777570 US1	3100777570 Cell Svc Payment 164.67-
Jul 26	Debit Purchase - VISA CHEVRON 0090402	On 072421 MODESTO CA REF # 24692161205100454880414	5100454880 Gas 15.03-
Jul 26	Debit Purchase - VISA KFC #216	On 072321 MODESTO CA REF # 24943001205091304001761	5091304001 Food 23.69-
Jul 26	Debit Purchase - VISA SAFEWAY #1661	On 072321 MODESTO CA REF # 24231681205837002135321	5837002135 Food 120.58-
Jul 26	Debit Purchase - VISA AT&T *PAYMENT	On 072221 800-288-2020 FL REF # 24692161204100262395259	4100262395 Internet/Satellite/ landline 296.93-
Jul 28	Debit Purchase - VISA LOCAL POKE	On 072621 PLEASANTON CA REF # 24551931208030029180227	8030029180 Food 13.22-
Jul 28	Debit Purchase - VISA SQ *KAISER PERMA	On 072621 San Leandro CA REF # 24692161208100334270973	8100334270 Medication 22.93-
Jul 30	Recurring Debit Purchase APPLE.COM/BILL	On 072921 866-712-7753 CA REF # 24692161211100489643 US1	1100489643 Subscription 0.99-
Jul 30	Debit Purchase - VISA SAFEWAY #1661	On 072821 MODESTO CA REF # 24231681210837001946010	0837001946 Food 132.72-

Card 6630 Withdrawals Subtotal

\$ 2,766.82-

Card Number: xxxx-xxxx-xxxx-6648

Date	Description of Transaction	Ref Number	Amount
Jul 6	Debit Purchase - VISA Prime Video*299R	On 070321 888-802-3080 WA REF # 24692161184100513645910	4100513645 Movie Rental 9.99-
Jul 6	Recurring Debit Purchase EARTHLINK LLC	On 070221 888-327-8454 TX REF # 24692161183100853704 US1	3100853704 Email Subscription 12.90-
Jul 7	Debit Purchase - VISA KAISER 02090850	On 070621 MODESTO CA REF # 24431061188207311527937	8207311527 Medication 20.00-
Jul 12	Debit Purchase - VISA Prime Video*292T	On 070821 888-802-3080 WA REF # 24692161190100650070155	0100650070 Movie Rental 6.99-
Jul 12	Recurring Debit Purchase WWW.JAZZRADIO.CO	On 071021 HTTPSDI.FM CO REF # 24011341191000022429 US1	1000022429 Subscription 7.00-
Jul 12	Recurring Debit Purchase Netflix.com	On 071021 netflix.com CA REF # 249064111191125537399 US1	1125537399 Subscription 17.99-
Jul 12	Debit Purchase - VISA AMAZON.COM*296GC	On 071121 AMZN.COM/BIL WA REF # 24431061193083303913010	3083303913 MISC 55.10-
Jul 13	Recurring Debit Purchase ADOBE *800-833-	On 071221 ADOBE.LY/ENU CA REF # 24692161193100162330 US1	3100162330 Subscription 9.99-
Jul 14	Debit Purchase - VISA AMZN Mktp US*294	On 071221 Amzn.com/bil WA REF # 24692161194100624727589	4100624727 MISC 88.40-
Jul 15	Debit Purchase - VISA FEDEX 2814246408	On 071421 MEMPHIS TN REF # 24164071195741016370972	5741016370 Shipping 28.66-
Jul 15	Debit Purchase - VISA FEDEX 2814244794	On 071421 MEMPHIS TN REF # 24164071195741016370931	5741016370 Shipping 34.80-
Jul 15	Debit Purchase - VISA FEDEX 2814245217	On 071421 MEMPHIS TN REF # 24164071195741016353218	5741016353 Shipping 34.80-
Jul 15	Debit Purchase - VISA FEDEX 2814245962	On 071421 MEMPHIS TN REF # 24164071195741016338052	5741016338 Shipping 39.60-
Jul 15	Debit Purchase - VISA HOLTORF MEDICAL	On 071321 310-375-2705 CA REF # 24498131195030049521366	5030049521 Medication 400.00-
Jul 16	Debit Purchase - VISA USF*ASPCA PET IN	On 071521 866-204-6764 OH REF # 24692161196100300430894	6100300430 Dog health Insurance 183.45-
Jul 19	Recurring Debit Purchase ADOBE *800-833-	On 071821 ADOBE.LY/ENU CA REF # 24692161199100819899 US1	9100819899 Subscription 14.99-
Jul 21	Debit Purchase - VISA SEC PUBLIC STG C	On 072021 CERES CA REF # 24275391201019237914641	1019237914 Storage 290.00-





## EASY CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number 0032

### Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-6648

Date	Description of Transaction	Ref Number	Amount
Jul 26	Debit Purchase - VISA AMAZON.COM*2E7RG	On 072521 AMZN.COM/BIL WA REF # 24431061206083343767041	6083343767 MISC 16.73-
Jul 26	Debit Purchase - VISA Amazon.com*2E9RS	On 072521 Amzn.com/bil WA REF # 24692161207100394791109	7100394791 MISC 18.33-
Jul 26	Recurring Debit Purchase J2 EFAX SERVICE	On 072521 323-817-3205 CA REF # 24692161206100267938 US1	6100267938 eFax Subscription 19.95-
Jul 27	Debit Purchase - VISA KAISER 0207092	On 072621 SAN LEANDRO CA REF # 24431061208286348569993	8286348569 Co-pay 20.00-
Jul 27	Debit Purchase - VISA AMZN Mktp US*2E0	On 072621 Amzn.com/bil WA REF # 24692161207100687457012	7100687457 MISC 234.82-
Jul 28	Debit Purchase - VISA LIFESTATION INC	On 072721 UNION NJ REF # 24445001208200090779320	8200090779 Monthly service 21.95-
Jul 28	Debit Purchase - VISA AMZN Mktp US*2E3	On 072721 Amzn.com/bil WA REF # 24692161208100460034359	8100460034 MISC 27.28-
Jul 29	Recurring Debit Purchase PROPERTYRADAR.CO	On 072821 HTTPSPROPERTY CA REF # 24011341209000031292 US1	9000031292 Subscription 79.00-
Jul 30	Debit Purchase - VISA Amazon.com*2P8I7	On 072921 Amzn.com/bil WA REF # 24692161210100250356786	0100250356 MISC 15.86-

Card 6648 Withdrawals Subtotal \$ 1,708.58-

Total Card Withdrawals \$ 4,475.40-

### Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jul 14	Customer Withdrawal	8654323069	\$ 150.00-
Jul 23	Overdraft Returned Fee	8954307146	36.00-
Jul 23	Overdraft Paid Fee	8953031187	36.00-
Jul 23	Electronic Withdrawal REF=212030075415550N00	To Nationstar dba 9200503036Mr Cooper 0600322770	Mortgage Payment 3,133.60-
Jul 28	Electronic Withdrawal REF=212080117468830N00	To STATE FARM RO 27 SFPP 9000307001	Insurance Payment 251.46-

Total Other Withdrawals \$ 3,607.06-

	Total for Statement Period	Total Year to Date
Total Returned Item Fees	\$ 36.00	\$ 36.00
Total Overdraft Fees	\$ 36.00	\$ 36.00
Less: Refunds*		\$ 72.00-
TOTAL	\$ 72.00	\$ 0.00

A "refund" is a non-automated credit applied to your account at any time.

\*Refunds are only reported under "Year To Date" because refunds that are processed in the current period may be related to fees originally assessed in a prior period.

### Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
0107	Jul 14	8654742201	Persolve Lien Pmt 2,676.75	0118	Jul 22	8953031187	City of Hughson WSG 201.64
0108	Jul 19	8057321721	Merrit Lien Pmt 87.18	0119	Jul 23	9254549518	Arrears Mortgage pmt 500.00
0111*	Jul 20	8356496661	Amex Lien Pmt 131.55	0120	Jul 23	9254549517	Escrow shortage pmt 28.53
0113*	Jul 22	8954307146	Lomary Lien Pmt 24,007.40	0121	Jul 28	8653782430	HELOC pmt 336.53
0113*	Jul 26	8057128618	Lomary Lien Pmt 24,007.40	0122	Jul 27	8355426990	Trustee PMT 250.00
0117*	Jul 20	8356496662	Amex Lien Pmt 648.91				

\* Gap in check sequence

Conventional Checks Paid (11) \$ 52,875.89-

**EASY CHECKING** (CONTINUED)  
U.S. Bank National Association  
Account Number 0032

**Checks Presented Electronically**

Check	Date	Ref Number	Amount	Description of Transaction	Payee
0106	Jul 14		74.99	CHECKPMT Backup Internet Service	CHARTER
Electronic Checks Paid (1)					\$ 74.99-
Total Checks Paid					\$ 52,950.88-

**Balance Summary**

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jul 1	3,056.51	Jul 14	43,847.57	Jul 23	39,766.22
Jul 2	2,698.14	Jul 15	43,230.66	Jul 26	15,247.58
Jul 6	2,298.76	Jul 16	42,891.01	Jul 27	14,814.76
Jul 7	2,778.76	Jul 19	42,798.51	Jul 28	14,141.39
Jul 8	2,627.75	Jul 20	41,868.05	Jul 29	14,062.39
Jul 12	2,277.84	Jul 21	43,866.66	Jul 30	13,912.82
Jul 13	2,157.46	Jul 22	19,657.62		

Balances only appear for days reflecting change.





IMAGES FOR YOUR EASY CHECKING ACCOUNT

Member FDIC

Account Number [REDACTED]-0032



Deposit Ticket

7/14/21 1:29 PM PDT

YAP, JOHN H

Deposit Total: \$ 54.23

560210039 [REDACTED] 0032

000 [REDACTED] 00320021 USB >091000022<  
07142021 01:29 PM PDT 0 [REDACTED] 00002

0000 Jul 14 54.23



Deposit Ticket

7/14/21 1:31 PM PDT

YAP, JOHN H

Deposit Total: \$ 141.75

560210039 [REDACTED] 0032

000387 [REDACTED] 0320021 USB >091000022<  
07142021 01:31 PM PDT 0021004900002

0000 Jul 14 141.75



Deposit Ticket

7/14/21 1:29 PM PDT

YAP, JOHN H

Deposit Total: \$ 1,484.27

560210039 [REDACTED] 0032

[REDACTED] 0320021 USB >091000022<  
07142021 01:29 PM PDT 0021004500002

0000 Jul 14 1,484.27



COUNTER DEPOSIT

ESTATE OF JOHN H YAP  
IRENE L LOKE  
DEBTOR IN POSSESSION DATE 7-14-21  
BANKRUPTCY CASE #2090210  
ACCOUNT TITLE (PRINT)

SIGN ABOVE FOR CASH RECEIVED  
ACCOUNT NUMBER [REDACTED] 0032

CASH >  
CHECK 43 000.00  
CHECK OR  
TOTAL FROM  
OTHER SIDE  
SUB TOTAL  
LESS CASH  
RECEIVED  
43 000.00

560210039

0000 Jul 14 43,000.00

07142021 01:25 PM PDT 002100401  
00 [REDACTED] 00320021 USB >091000022<  
07142021 01:25 PM PDT 0021004000001

IMAGES FOR YOUR EASY CHECKING ACCOUNT

(CONTINUED)

Account Number [REDACTED] 0032

JOHN H YAP CH. 11 CASE #20-90210 90-2257/1211 113  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY LOKE SSN [REDACTED] -7660 Date 7-13-21  
PAY TO THE ORDER OF LOMAREY, INC. \$24,007.40  
TWENTY FOUR THOUSAND SEVEN & 40/100 Dollars  
usbank. John Yap  
Memo [REDACTED]  
122676 [REDACTED] 003210113

0113 Jul 23 24,007.40

0380377071  
>121102036<  
Mechanics Bk #1380  
2021-07-22  
0380377071  
Batch 128128621

JOHN H YAP 2001 90-2257/1211 107  
IRENE L LOKE CH. 11 CASE #20-90210  
7400 CHANTILLY WAY YAP SSN [REDACTED] 4208  
HUGHSON, CA 95326-9155 LOKE SSN [REDACTED] -7660 Date 7-13-21  
PAY TO THE ORDER OF PERSOLVE \$2,676.75  
TWO THOUSAND SIX HUNDRED SEVENTY SIX & 75/100 Dollars  
usbank. John Yap  
Memo [REDACTED] 57-719  
122676 [REDACTED] 003210107

0107 Jul 14 2,676.75

07142021 04:12 PM PDT 0002007824  
00072041575076724400002 USB >091000  
07142021 04:12 PM PDT 0002007800024

JOHN H YAP CH. 11 CASE #20-90210 90-2257/1211 108  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY LOKE SSN [REDACTED] -660 Date 7-13-21  
PAY TO THE ORDER OF MERRICK BANK \$87.18  
EIGHTY SEVEN & 18/100 Dollars  
usbank. John Yap  
Memo [REDACTED]  
122676 [REDACTED] 003210108

0108 Jul 19 87.18

7/16/2021 11:25 00590911

JOHN H YAP CH. 11 CASE #20-90210 90-2257/1211 111  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY LOKE SSN [REDACTED] -7660 Date 7-13-21  
PAY TO THE ORDER OF AMERICAN EXPRESS NATIONAL BANK \$131.55  
ONE HUNDRED THIRTY ONE & 55/100 Dollars  
usbank. John Yap  
Memo [REDACTED]  
122676 [REDACTED] 003210111

0111\* Jul 20 131.55

FOR DEPOSIT ONLY  
BRACKET AND JET LIP (JETA) American Express Fast  
380080728

\* Gap in check sequence



IMAGES FOR YOUR EASY CHECKING ACCOUNT

(CONTINUED)

Account Number [REDACTED] 0032

JOHN H YAP CH. 11 CASE #20-90210 90-2257/1211 113  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY COKE SSN [REDACTED] -7660  
HUGHSON, CA 95326-9155 Date 7-13-21

PAY TO THE ORDER OF LOMAREY, INC. \$24,007.40  
TWENTY FOUR THOUSAND SEVEN & 40/100 Dollars

usbank. John Yap

MEMO [REDACTED] 003210113

LOOK FOR FRAUD DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK.

0113\* Jul 26 24,007.40

0380377071

>121102036<  
Mechanics Bk #1380  
2021-07-22  
0380377071  
Batch 128128621

ENDORSE HERE

CHECK LEFT FOR DEPOSIT ONLY  
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE ONLY

AC7Z8D5  
JOHN H YAP CH. 11 CASE #20-90210 90-2257/1211 117  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY COKE SSN [REDACTED] -7660  
HUGHSON, CA 95326-9155 Date 7-13-21

PAY TO THE ORDER OF AMERICAN EXPRESS NATIONAL BANK \$648.91  
SIX HUNDRED FORTY EIGHT & 91/100 Dollars

usbank. John Yap

MEMO [REDACTED] 003210117

LOOK FOR FRAUD DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK.

0117\* Jul 20 648.91

FOR DEPOSIT ONLY  
BECKETT AND LEFT FOR DEPOSIT ONLY  
380300728

JOHN H YAP 90-2267/1211 118  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155 Date 7-16-21

PAY TO THE ORDER OF CITY OF HUGHSON \$201.64  
TWO HUNDRED ONE & 64/100 Dollars

usbank. John Yap

MEMO 16-0500-001

LOOK FOR FRAUD DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK.

0118 Jul 22 201.64

ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
5216-CITY OF HUGHSON  
CHECK # 6281980002187  
DATE 7/16/21  
BCTW 121100782  
617270132121010  
7/22/2021

JOHN H YAP 415-516-9486 1/2 90-2267/1211 119  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155 Date 7-19-21

PAY TO THE ORDER OF NATIONSTAR MORTGAGE LLC \$500.00  
FIVE HUNDRED ONLY Dollars

usbank. John Yap

MEMO 22770/ARREARS PAYMENT

LOOK FOR FRAUD DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK.

0119 Jul 23 500.00

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE ONLY

FOR NATIONSTAR MORTGAGE CLEARING ACCT  
DRA MR COOPER  
ACCT150397622

\* Gap in check sequence

IMAGES FOR YOUR EASY CHECKING ACCOUNT

(CONTINUED)

Account Number [REDACTED] 0032

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

415-515-9486 2/2 90-2287/1211 120

Date 7-19-21

PAY TO THE ORDER OF NATIONSTAR MORTGAGE LLC, \$ 28.53  
TWENTY EIGHT & 53/100

usbank

22770 / SHORTAGE

003210120

0120 Jul 23 28.53

DO NOT WRITE FOR MORTGAGE OR RESERVE INFORMATION  
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

NATIONSTAR MORTGAGE CLEARING ACCT  
ACCT650897622

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

415-515-9486 90-2287/1211 121

Date 7-19-21

PAY TO THE ORDER OF REAL TIME RESOLUTIONS JUL 28/2021  
THREE HUNDRED THIRTY SIX & 53/100

usbank

28 2021

003210121

0121 Jul 28 336.53

Seq: 5  
Dep: 003654  
Date: 07/28/21

Seq: 00005 07/28/21  
Dep: 003654  
AG: 1 Cust: 183572  
User: 1165094

Depository to  
Real Time Resolutions Inc

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

90-2287/1211 122

Date 7-19-21

PAY TO THE ORDER OF U.S. TRUSTEE PAYMENT CENTERS \$ 250.00  
TWO HUNDRED FIFTY

usbank

AK NO. 0210

003210122

0122 Jul 27 250.00

ENDORSE HERE

CHARACTER 11 GUARANTEE FEE  
EXEMPTED 03301  
82019

DO NOT WRITE FOR MORTGAGE OR RESERVE DEPOSIT ONLY  
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

0030726  
Real Res Bank Cleveland  
001080176

usbank Withdrawal

7/14/21 1:33 PM PDT

YAP, JOHN H

Withdrawal Total: \$ 150.00

560680520 [REDACTED] 0032

58476810\* Jul 14 150.00

00: [REDACTED] 00320021 USB >091000022<  
07: [REDACTED] M PDT 0021005300002

\* Gap in check sequence

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

CH. 11 CASE # 20-90210 90-2267/1211  
YAP SSN [REDACTED] 4208  
LOKE SSN [REDACTED] 7660

113

Date 7-13-21

PMP

PAY TO THE  
ORDER OF

LOMAREY, INC.

\$ 24,007.40



TWENTY FOUR THOUSAND SEVEN &amp; 40/100

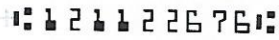
Dollars

Heat  
Reactive  
Ink

Memo

John Yap

MP



003210113

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

CH. 11 CASE # 20-90210 90-2267/1211  
YAP SSN [REDACTED] 4208  
LOKE SSN [REDACTED] 7660

114

Date 7-13-21

PMP

PAY TO THE  
ORDER OF

NATIONAL CITY BANK

\$ 7747.50



SEVEN THOUSAND SEVEN HUNDRED FORTY SEVEN &amp; 50/100

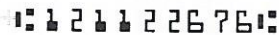
Dollars

Heat  
Reactive  
Ink

Memo

John Yap

MP



003210114

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

CH. 11 CASE # 20-90210 90-2267/1211  
YAP SSN [REDACTED] 4208  
LOKE SSN [REDACTED] 7660

112

Date 7-13-21

PMP

PAY TO THE  
ORDER OF

CIT BANK, NATIONAL ASSOCIATION

\$ 6557.60



SIX THOUSAND FIVE HUNDRED FIFTY SEVEN &amp; 60/100

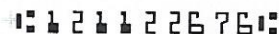
Dollars

Heat  
Reactive  
Ink

Memo

John Yap

MP



003210112

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT



JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

CH. 11 CASE # 20-90210  
YAP SSN [REDACTED] 4208  
LOKE SSN [REDACTED] -7660

90-2267/1211 107

Date 7-13-21

PAY TO THE ORDER OF PERSOLVE \$ 2676.75

TWO THOUSAND SIX HUNDRED SEVENTY SIX & 75/100 Dollars

Heat Reactive Ink

usbank.

Memo

John Yap

111211226761 [REDACTED] 0032110107

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT

JOHN H YAP  
IRENE L LOKE  
7400 CHANTILLY WAY  
HUGHSON, CA 95326-9155

CH. 11 CASE # 20-90210  
YAP SSN [REDACTED] 4208  
LOKE SSN [REDACTED] -660

90-2267/1211 108

Date 7-13-21

PAY TO THE ORDER OF MERRICK BANK \$ 87.18

EIGHTY SEVEN & 18/100 Dollars

Heat Reactive Ink

usbank.

Memo

John Yap

111211226761 [REDACTED] 0032110108

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT

JOHN H YAP CH. 11 CASE # 20-90210 90-2267/1211 117  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY LOKE SSN [REDACTED] -7660 Date 7-13-21  
HUGHSON, CA 95326-9155

PAY TO THE ORDER OF AMERICAN EXPRESS NATIONAL BANK \$ 648.91  
SIX HUNDRED FORTY EIGHT & 91/100 Dollars

usbank.

Memo

1211226761 [REDACTED] 0032110117

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT

JOHN H YAP CH. 11 CASE # 20-90210 90-2267/1211 111  
IRENE L LOKE YAP SSN [REDACTED] 4208  
7400 CHANTILLY WAY LOKE SSN [REDACTED] -7660 Date 7-13-21  
HUGHSON, CA 95326-9155

PAY TO THE ORDER OF AMERICAN EXPRESS NATIONAL BANK \$ 131.55  
ONE HUNDRED THIRTY ONE & 55/100 Dollars

usbank.

Memo

1211226761 [REDACTED] 0032110117

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

LIEN PAYMENT